



## **REQUEST FOR BIDS CUSTODIAL SERVICES**

County of San Bernardino  
Facilities Management Department  
200 S. Lena Road  
San Bernardino, CA 92415-0055

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## **ADVERTISEMENT FOR BIDS**

### **REQUEST FOR BIDS (RFB) CUSTODIAL SERVICES SAN BERNARDINO COUNTY, CALIFORNIA**

The County is looking for a Vendor that will be able to provide quality, professional workmanship in custodial services at one (1) location (1 building) in the County. The lot is located in Rancho Cucamonga. Please refer to the RFB for specific lot location.

Notice is hereby given that the Facilities Management Department on behalf of the Board of Supervisors of the County of San Bernardino, California, will receive sealed bids on or before 12:00 noon (PST) on Monday, June 30, 2003, in the office of the Facilities Management Department, 200 South Lena Road, San Bernardino, CA 92415-0055, at which time they will be publicly opened.

Bids submitted by firms who have not participated in the Job Walk will be disqualified. Mandatory Job Walk will begin June 25, 2003.

Vendors can download this RFB at the San Bernardino County Purchasing Website, <http://www.co.san-bernardino.ca.us/rfp/rfplist.htm>.

The Board of Supervisors reserves the right to reject any or all bids, to waive technical errors, discrepancies or informalities of a bid not affected by law, if to do so seems to best serve the public interest.

For information regarding this project, contact Donna M. Garcia, Custodial Services Chief, at (909) 387-2251. All technical questions are to be submitted to the Custodial Services Chief in writing by 12:00 noon (PST) on Monday, June 23, 2003.

DAVID S. GIBSON, DIRECTOR  
Facilities Management Department

## I. INTRODUCTION

### A. Purpose:

This Request for Bids (RFB) is to solicit bids from qualified custodial service providers (Vendor), who shall, with his/her own staff employees, provide the required custodial service at one (1) County facility. The area is identified as Lot One (1). Selection will be based on the lowest responsible bidder. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

The following table illustrates the general location of the County facility open for bid along with the corresponding lot number. Refer to Section XI for lot location and special requirements.

Lot Number	Location	Number of facilities in each lot
One	Rancho Cucamonga Law & Justice	1

### B. Period of Contract:

The contract for these services will commence upon approval by the County of San Bernardino Board of Supervisors and will continue for a period not to exceed three (3) years.

### C. Minimum Vendor Requirements

All Vendors must:

1. Have at least five (5) years continuous duty providing custodial services as being requested in this RFB.
2. Provide copies of current business license.
3. Meet Bid Proposal submission requirements as stated in this RFB.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau and State of California Department of Consumer Affairs.
5. Provide at least three (3) business references from other agencies that you have established a contract with on a project of this nature, or similar size as the County. One of those references should preferably come from another governmental agency that your firm has provided contracted custodial services for.
6. Have no outstanding or unresolved complaints/issues with the County of San Bernardino as it relates to the provision of custodial services, as documented by Facilities Management.
7. Have the required insurance found in Section X of this RFB.

### D. Job Walk

**Attendance at the Job Walk is mandatory.** Bids will not be accepted from a Vendor who fails to attend the job walk. The County may issue an addendum to the RFB if the County considers that additional clarifications are needed. Only those Vendors represented at the Job Walk will receive addendum.

**Mandatory Job walk will begin at 6:00 a.m. on June 25, 2003.**

### E. Questions

Questions regarding the contents of this RFB must be submitted in writing on or before 12:00 Noon (PST) on **Monday, June 23, 2003** and directed to the individual listed in Section I (F).

### F. Correspondence

All correspondence, including Bid Proposals, are to be submitted to:

Donna M. Garcia, Custodial Services Chief  
County of San Bernardino, Facilities Management  
200 South Lena Road  
San Bernardino, CA 92415-0055  
Fax (909) 387-3380  
Email: dgarcia@fm.sbcounty.gov

- Fax number and e-mail address may only be used to submit questions. **Bid Proposals will not be accepted by e-mail or facsimile.**

### G. Bid Proposal Submission Deadline

All Bid Proposals must be received at the address listed in Section 1(F) above, no later than **12:00 Noon (PST) on Monday, June 30, 2003**. Facsimile or electronically transmitted Bid Proposals will not be accepted in lieu of actual receipt. Bid Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

## II. BID PROPOSAL TIMELINE

Release of RFB	June 19, 2003
Deadline for Submission of Questions	12:00 Noon (PST) on Monday, June 23, 2003
Mandatory Job Walk	6:00 A.M. (PST) on Wednesday, June 25, 2003
Deadline for Bid Proposal Submission and Bid Opening	12:00 Noon (PST) on Monday, June 30, 2003
Evaluation of Bid Proposals	July 2003
Award of Contract (Tentative)	July 2003

## III. BID PROPOSAL INSTRUCTIONS AND CONDITIONS

### A. Use of Bid Proposal Form

**Bid Proposals must be submitted on the "Bid Proposal" form package found in this RFB, Attachment B.** The Bid Proposal shall contain no recapitulation of the work to be done. Alternative proposals will not be considered unless specifically requested by the County.

- B.** Submission of a Bid Proposal indicates that the Vendor has read and understands the entire RFB, including the "General Requirements", the "Cleaning Specifications", the "Special Requirements", the "Safety Measures" and the attached "SAMPLE CONTRACT" as well as all appendixes, attachments,

exhibits, schedules, and addendum (as applicable). Vendors must perform their own estimates for the proposed work, taking into account all laws, ordinances, rules and regulations of any federal, state, county, municipal or other governmental agency that has jurisdiction over the work.

**C. Inaccuracies and Misrepresentation**

If in the course of the RFB process or in the administration of a resulting Agreement, the COUNTY determines that VENDOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the VENDOR may be terminated from the RFB process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

**D. Contingencies**

This Request for Bids (RFB) does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all Bid Proposals, to waive technical errors, discrepancies or informalities of a Bid Proposal not affected by law, if the County determines it is in the best interest of the County to do so.

**E. Acceptance or Rejection of Bid Proposals**

Bid Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty -180 days from the date the Bid Proposal is opened.

**F. Addenda**

The County reserves the right to issue addenda to this RFB.

**G. Bid Proposal Submission**

To be considered, all Bid Proposals must be submitted in the manner set forth in this RFB. It is the Vendor's responsibility to ensure that its Bid Proposal arrives on or before the specified time.

**H. Incurred Costs**

This RFB does not commit the County to pay any costs incurred in the preparation of a Bid Proposal in response to this request and Vendors agree that all costs incurred in developing its Bid Proposal are the Vendor's responsibility.

**I. Final Authority**

The final authority to award contracts as a result of this RFB rests solely with the County of San Bernardino Board of Supervisors.

- J.** All Bid Proposals shall be enclosed in a sealed envelope bearing the title of the work, the name of the Vendor, and clearly marked "Bid Proposal".

**IV. GENERAL REQUIREMENTS**

The County is looking for Vendors that will be able to provide quality, professional workmanship in custodial services and be able to comply with all the requirements, terms and conditions stated in this RFB.

**A. Scope of Work**

**1. Vendor Responsibilities:**

- The Vendor shall provide all labor, materials, supplies (including feminine products, chemicals, equipment, plastic liners, paper towels, two-ply toilet tissue only, automatic air freshener and batteries) necessary to maintain the facilities in a clean and sanitary condition in accordance with the County standards, conditions and methods as set forth herein. The County shall have the right to approve or reject the cleaning methods, materials, supplies and equipment to be used by the Vendor.
- MATERIAL SAFETY DATA SHEETS (MSDS) shall be provided to the Facilities Management Custodial Chief for all products used by the Vendor.
- Meet all governmental, safety and other regulatory requirements as they pertain to providing these services.

## **2. County Responsibilities:**

- The County shall supply to the Vendor light, power and water for the cleaning of the facility.
- The County shall provide lockable spaces for Vendor's supplies and equipment. The County shall not be responsible for the Vendor's supplies, materials or personal belongings that may be damaged, lost or stolen.
- **All trash shall remain the property of the County.** The County shall provide designated spaces, bins, cans or locations where the Vendor shall deposit trash. Disposal of trash from these designated locations shall be the responsibility of the County.

## **3. Responsibility for Damage**

- The Vendor shall repair and restore to its original condition any County property damaged by Vendor at no cost to the County. Vendor shall be responsible for damage caused by his/her staff to personal property of County employees.
- All materials, supplies and equipment to be used by the Vendor shall be not be harmful to the surfaces on which they are used.

## **4. Working Hours**

- Except as otherwise specified, all services performed shall be performed between the hours of 4:00a.m. and 5:00p.m., Monday through Friday, not including designated County and Court Holidays. Access to County facility at times other than below shall be scheduled with the Facilities Management Custodial Services Chief.
- Daytime (day) hours shall be defined as 8:00a.m. – 5:00p.m.
- Early Morning hours shall be defined at 4:00a.m. – 8:00a.m.
- Access to the building on Weekends and/or Holidays must have prior approval from the Facilities Management Custodial Services Chief.

## **5. Service Level Adjustments**

- The County reserves the right to adjust service levels of the vendor at any time.
- Service level adjustments will be accomplished by the County directing the Vendor to adjust their work by increments of a day.
- Payment to vendor will be adjusted by a corresponding daily rate.
- Daily rate will be calculated by dividing the monthly rate by the number of service days in the month.

**6. Supervision** - Vendor shall provide supervision. Supervision shall consist of, but not be limited to the following:

- Supervisors shall plan, schedule and assign work to all custodians.
- Supervisors shall make inspections to review work in progress, and inspect to ensure completion.
- Supervisors shall ensure that the security of facility is met and comply with safety regulations.
- Supervisors shall direct various cleaning methods such as dusting, trash pickup, vacuuming, buffing, stripping, scrubbing, waxing, sweeping, damp mopping, dust mopping, shampooing, etc.
- Supervisors shall enter and maintain periodic tasks in custodial logbook and check supply levels.
- Supervisors shall respond to questions, complaints and requests from facility occupants.
- Supervisors shall carry pagers provided by Vendor and respond to occupant requests for services and emergencies within 15 minutes when paged by designated site contacts or the Facilities Management Custodial Services Chief.
- Vendor shall not exceed a ratio of janitors to supervisors of ten to one. Working supervisors do not fulfill this requirement.

**V. CLEANING SPECIFICATIONS**

**A. General Standards Include the Following:**

1. **INTENT:** It is the intent of the County to maintain each facility at a high standard of cleanliness. These specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building, shall be included as though written into these Cleaning Specifications.

2. **CLEAN:** The term "clean": includes but is not limited to the removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, etc..

3. **TRAINING:** The Vendor shall ensure that all employees are trained in generally accepted cleaning practices. Such practices shall include but not be limited to the proper operation of power cleaning equipment (such as floor care equipment), the proper use and handling of chemical products (such as cleaners, strippers, sealers and waxes), and the proper cleaning methods for building materials such as ceramic tile, vinyl, wood metal, and glass.

4. **SAFETY:** The Vendor shall be responsible for complying with all applicable safety and health regulations including, but not limited to, California Code of Regulations (CCR) Title 8, Section 3202 General Industry Safety Orders.

Such orders require employers to establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP). The Vendor's IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens: and Section 5194, "Hazard Communication". The Vendor's IIPP must be submitted in writing within 30 days of contract start date.

5. Vendor's staff working in designated County facility known to contain asbestos must complete asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with EPA training requirements for local education agency maintenance and custodial staff as set forth Code 40 of Federal Regulations (CFR) 763.92 (a) (1). Documentation that the Vendor's staff (names) has received such training must be submitted within 30 days of the contract start date.



6. The Vendor's staff shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The Vendor's staff shall provide and place appropriate warnings signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. General safety requirements (manufacturer's recommendations, drying methods, etc.) shall be complied with for all products and all methods used in carrying out this contract.

7. Bi-weekly shall be defined as two (2) times per week and the days shall be Mondays and Wednesdays.

8. Bi-monthly shall be defined as two (2) times per month and the days shall be the second and fourth Friday of the month.

9. Vendor shall ensure that a copy of the Contract is kept in the custodial closet at all times.

10. Vendor is advised that County facilities are frequently used for countywide meetings and special events, etc. and shall require additional services and supplies. Therefore the Vendor shall assure a level of flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. Vendor will be notified of the scheduled by Facilities Management Custodial Services Chief.

11. Vendor shall maintain a separate floor crew to damp mop, buff, strip/scrub and wax all linoleum and tile floors.

**B. Daily Trash Pick-Up And Removal To Include The Following:**

1. Vendor shall empty all waste receptacles on a daily basis (including wastebaskets, trashcans, boxes if labeled "trash", recycle, etc). Any item or items near trashcans/wastebaskets are not to be removed if not labeled. Newspapers are not to be tossed out unless found in the trashcan.

2. Vendor shall ensure all waste receptacles are maintained in a clean and odor-free condition. Clean plastic liners are required.

Vendor shall remove all trash, recycle, and waste to a designated central location (e.g. dumpster) for disposal.

3. If in doubt, set aside material and ask for direction from the designated site contact or the Facilities Management Custodial Services Chief.

**C. General Daily Cleaning Responsibilities**

1. Vendor shall clean/dust furniture, counters and cabinets (furniture includes: desks, tables and reception area partitions.)

2. Vendor shall clean/dust all vertical and horizontal surfaces.

3. Vendor shall spot clean finger marks, smudges, graffiti, dirt build-up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, ceiling or shelf fans etc.

4. Vendor shall clean all glass entrances (glass entrance includes: glass doors adjacent windows and window frames, glass reception partitions, and blinds).

5. Vendor shall clean all metal trim (push plates, kick plates, door jams, etc.).

6. Vendor shall spot clean all interior glass partitions, display cases, mirrors, interior doors, etc.

7. Vendor shall sanitize, wash and polish all drinking fountains, remove all hard water deposit, sinks, basins, fixtures, etc., and related counter tops.

8. Vendor shall clean stainless steel, remove handprints, smudges and foreign substances, from interior and exterior walls, remove debris and soil from tracks, vacuum or sweep floor.

9. Vendor shall clean areas only accessible during daytime hours as required.

10. Vendor shall clean elevator walls and tracks.

11. Vendor shall pick-up and remove all trash as described above.

**D. General Daily Floor Care (excluding restrooms and showers)**

1. Vendor shall maintain floors in such a manner as to promote longevity and safety. Upon completion of work, all floors shall be left in a clean, high luster shine, orderly and safe condition.

2. The Vendor shall remove and replace furniture as required to perform the work.

3. Floor finish is understood to be a preservative and safety measure. Finish shall be applied only to appropriate areas that are free of residual dirt and build-up. Floors are not to be left unfinished after stripping. Floor sealer and wax shall be slip resistance.

4. Tile floor care shall consist of the following:

- Vendor shall sweep to remove loose dirt and other materials.
- Vendor shall wet mop all hard tile (ceramic, quarry, etc.) floors.
- Vendor shall damp mop all resilient tile to high luster.
- Vendor shall post safety signs indication slip hazards and/or wet floor when buffing, damp or wet mopping.

5. Carpet care shall consist of the following:

- Vendor shall vacuum all carpeted floor completely.
- Vendor shall use only Hepa-Filtration Type vacuum cleaners.
- Vendor shall spot clean all carpeted floors. (Spillages, stains, gum, candy, etc.).

**E. Daily Requirements for All Employee and Public Entrances and Patio Areas**

1. Vendor shall clean/monitor (pick up papers, leaves, trash, dirt, broken glass, food, food wrappers, gum, and other conspicuous trash) outside stairways, entryways, curbs and patios.

2. Vendor shall sweep to remove loose dirt and other materials including cobwebs.

3. Vendor shall damp mop or wash clean all patio areas.

4. Vendor shall clean all tables and benches.

5. Vendor shall empty all waste receptacles, ashtrays, and replenish sand.

6. Vendor shall maintain all waste receptacles in a clean and odor-free condition. Plastic liners are required.

7. Vendor shall clean all entrance mats.

8. Vendor shall clean all stairwells. (Sweep & Damp Mop or Vacuum).

9. Vendor shall clean the inside and outside of glass doors and windows to all entrances.

**F. Daily Cleaning Requirements for Restrooms and Showers (Fixtures)**

1. Vendor shall clean all commodes, urinals, lavatories, bathtubs, shower areas etc., with a germicidal detergent. **NOTE: Deodorant tablets are not to be used.**

2. Vendor shall remove: incrustation, stains, scale, deposits, hair, and build-up inside and outside of all commodes, urinals, lavatories, bathtubs, shower areas, etc. with a germicidal detergent.

3. Vendor shall rinse and polish all fixtures, faucets, and piping. Highly scented disinfectants, objectionable or odoriferous cleaners shall not be used.
4. Vendor shall clean all restroom dispensers, mirrors, partitions, doors, walls, moldings, vents, shelves, hinges, frames, furniture, trim, baseboards, etc., in restrooms and adjacent lounge areas.
5. Vendor shall install and maintain automatic air fresheners in all public restrooms.
6. Daily floor cleaning requirements shall include the following:
  - Vendor shall sweep floors to remove loose dirt and other material.
  - Vendor shall damp/wet mop all tile and linoleum floors using a germicidal detergent solution.
  - Vendor shall clean all baseboards as needed.
  - Vendor shall spray buff all tile and linoleum floors to high luster shine and apply a new coat of finish weekly.
  - Vendor shall pour one (1) gallon of water down floor drains weekly.
  - Vendor shall maintain at all times, floors in such a manner as to promote longevity and safety.
7. Vendor shall empty all waste receptacles.

#### **G. Supplies**

1. Vendor shall refill all towels, tissue, seat covers, soap, air freshener, batteries and feminine product dispensers. No refill/extra supplies shall be stocked in the area of the dispenser.
2. Vendor shall maintain a ten (10) day stock of restroom supplies.

#### **H. Daily Finishing Touches**

1. Vendor shall restore all furniture, wastepaper baskets, etc., to their original position.
2. Vendor shall report all maintenance-related problems to the Facilities Management Custodial Services Chief. Reportable items shall include, but is not limited to:
  - Burned out lighting in hallways, closets or offices which affect the ability to clean,
  - Dripping or running faucets, leaking fixtures (such as commodes and urinals),
  - Continuously or long-running flushometers,
  - Inadequate or non-flushing flushometers,
  - Carpet tears that pose a trip hazard,
  - Loosened floor tiles,
  - Cracked or broken windows,
  - Door locking problems,
  - Graffiti that cannot be cleaned and requires to be painted.
3. Vendor shall leave janitor closet clean and orderly. This shall include all vacuum cleaners, buffers, mops, mop buckets, roll carts, trash containers, dust mops and brooms, etc.
4. Trash shall not be stored in janitor closet.

#### **I. Periodic Tasks and Services**

1. All monthly and semi-annual services shall be logged in to the periodic service logbook and these services require a sign-off after completion. Prior to starting, Vendor shall submit a written schedule

showing the exact date of all monthly, quarterly, and semi-annual work. Upon completion, all periodic tasks shall be logged into the service request log.

2. During regular working hours, service for emergency cleanup, which includes any spills or accidents, shall be provided within one hour of request.

**J. Semi-Annually Service – To be performed during the first thirty (30) days and every six (6) months thereafter or until contract is terminated.**

1. Vendor shall wash the inside of all windows. This shall include the complete removal of foreign matter on windows, ledges, and frames.

2. Vendor shall clean all baseboards and floor drains. Baseboards consist of surfaces, edges, corners and grout. Cleaning requires the removal of grime, dirt, wax build up, cleaning compound and finish residue, which builds up on the baseboards, corners, edges and grout. (Note: Vendor shall complete a major clean up (strip and re-wax) of all hard surfaces floors this includes all baseboards, edges, corners, grout, walls, ledges, and carpeted areas within the first (30) thirty days of the contract and 12 months prior to the ending of the contract). Every six months thereafter, all tile/linoleum shall be scrubbed and re-waxed.

**VI. SPECIAL REQUIREMENTS**

**A. Sign-In Logs and Logbook**

1. Vendor shall provide and maintain a sign-in service request log in the facility. This log shall note the arrival and departure of all Vendor's staff and all occupant and/or contract specialists request for services. The person doing the work shall sign off on all requests. A separate log book for all periodic tasks shall be used by Vendor's supervisor and shall verify completion of each tasks required by signing and dating the periodic service log.

**B. Supplies**

1. Vendor shall maintain a ten (10) days' stock of restroom supplies in the custodial closet at this facility for the term of this contract. Vendor is required to maintain a log in each custodial closet indicating what supplies are being used and replenished.

**C. Uniforms**

1. Uniforms are defined as a clean, long or short-sleeved (**no sleeveless, smocks or tank tops**) shirt with collar, worn with pants (**no mid-calf, Bermuda or short pants**) accompanied by shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are unacceptable) with the company name on the shirt in a conspicuous location. Jackets with a collar may be worn. The jackets shall have the company name located in a conspicuous location. All uniforms are to be of same color. Vendor is responsible for all uniforms and attire worn by custodial staff.

2. Vendor issued photo identification cards are to be worn on the uniform while each employee is working in any County/Court facility.

3. The Vendor shall be responsible and ensure that all employees are in compliance with the uniform requirements contained in this contract.

**D. English Fluency Requirement**

1. Fluency is defined as the ability to communicate (speak, read and understand) in English.

2. The contract monitoring staff shall review the language skills of all persons required to be fluent in English. The criteria shall be the individual's ability to read aloud the specifications and explain the application of these requirements.

**3. Failure to comply with this requirement is a material breach of the contract, and may result in termination of the contract for default.**

4. The following positions shall require contract staff to be fluent in English:

- Supervisors
- At least one daytime worker per crew (8:00a.m. – 5:00p.m.)
- Early morning workers who operate alarm systems.

5. All persons assigned to positions requiring fluency in English are subject to review by the Facilities Management Custodial Chief.

## **VII. QUALITY CONTROL – PAYMENT REDUCTION**

### **A. Purpose**

It is the intent of the County to maintain all County facilities at the highest level of cleanliness. In order to achieve this, periodic inspections of the facilities are made. These inspections are intended to provide both the County and the Vendor information pertaining to the Vendor's performance at each facility.

### **B. Quality Control Ratings**

The County may inspect Vendor's performance at any time. In the event the County determines that the Vendor's performance of its duties or other terms of the contract are deficient in any manner, County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County, at its option, may terminate the contract immediately upon written notice or remedy the deficiency and set off the cost thereof from any amounts due Vendor under this contract or otherwise.

### **C. Minimum Acceptable Rating**

The minimum acceptable rating for County facilities is 85%. The minimum acceptable rating shall be determined by the services provided at the facility. Any Inspection Report with eight (8) or more fails will be deemed unacceptable.

### **D. Method of Rating**

Inspection of the facility is made on a pass/fail basis. When an inspection falls below 85%, the first Cure Notice will be sent. Vendor has 48 hours to comply. If no response is received from Vendor addressing the concern, a second Cure Notice will be sent. Failure to comply may result in termination of the contract.

### **E. Payment Reduction**

Failure of the Vendor to provide the required scheduled days shall result in a payment reduction. A payment reduction will be equivalent to the number of days service was not provided by the Vendor.

## **VIII. SAFETY MEASURES**

### **A. Security**

Security is a great concern of the County. The Vendor is advised that failure to fully comply with the security requirements of the contract shall result in the termination of the contract for default.

1. All persons performing duties under the Contract shall be acceptable to the County. This shall include all owners of sole proprietorships, partnerships, joint ventures, principals of corporations and all others who might have access to the County facility without the supervision of a County employee.

Note: children are not allowed to accompany anyone who has been cleared to enter facility.

2. Acceptability shall be determined by:

- a. Background investigation.
  - b. The County's previous experience with the individual (if applicable).
3. Only those individuals, who have been determined acceptable by the County, have received their Vendor issued Identification (ID) Cards and who have been designated on the Contract as the Vendor who shall be providing service to the facility shall be allowed to work in County facilities. Individuals no longer working for the Vendor shall return ID Cards to Vendor upon separation.
4. Those individuals who fail a background investigation shall not be allowed to work in any County facility.
5. The misuse of any Vendor issued ID cards, Access Control Card, keys or alarm codes by the Vendor or any of the employees of the Vendor shall be considered as failure to fully comply with the security requirements of this contract and shall be considered grounds for termination of the contract.

## **B. Background Investigation**

1. All personnel employed through the contracted Vendor, and working under this Contract shall undergo and pass a background investigation prior to being authorized access to any County facility.
2. Vendor shall submit a complete background check package for each employee (including any Sub Vendor) who will require access to this County facility.
3. The cost of the background checks shall be paid by Vendor.
4. Disqualifying information includes, but is not limited to the following:
  - Character / Moral Turpitude Violations
  - Theft / Related Offenses
  - Felony Convictions
  - CORI = Criminal Offender Record Information
  - CLETS = California Law Enforcement Telecommunication Systems
  - Any information that would prohibit vendor/employee access to CLETS and/or CORI as outlined by the California Department of Justice.

## **C. Keys for County Facility**

1. The keys to County Facilities are to be used for the purpose of accessing Vendor's staff to the facility for the performance of contracted services only.
2. The Vendor shall be issued a set of keys and shall assume all responsibilities for the use and return of the keys.
4. All keys issued to the Vendor shall remain the property of the County and shall be returned upon demand or the termination/expiration of the contract. **The Vendor shall be assessed One Hundred Dollars (\$100.00) for each key not returned and shall be further assessed the actual cost for the cost to rekey the facility keying system(s).**
5. If any key or access control card is lost or stolen, the Vendor shall notify the Facilities Management Custodial Chief via phone or fax within 24 hours of the loss identifying the facility for which the keys were lost; who lost the key; where they were lost; date and time loss was discovered; and what actions the Vendor has taken to prevent future losses. The Vendor is advised that the loss of some specialized keys may entail the rekeying of several facilities or facility at the Vendor's expense.
6. Unauthorized duplication of keys to County facilities is a misdemeanor under Chapter 3, Section 469 of the California Penal Code.

#### D. Alarm Systems

1. The County has alarm systems in numerous facilities. In some instances these are multiple systems within a facility. The Vendor shall be issued alarm codes for this site and be instructed in the correct operation of the system. **It is imperative that the individual operating the alarm system be fluent in English.** In the event of a life-threatening emergency the Vendor shall instruct staff to use the Standard Operating Procedures for emergency response. **CALL 911**

2. False Alarms: Failure to operate the alarm system correctly shall result in a false alarm. The Vendor shall be responsible for all costs associated with false alarms.

#### E. Access Cards

Access cards are only issued to assigned person or persons. They are not to be transferable and should not be surrendered to anyone. These access cards are the property of The County of San Bernardino and they are of sensitive nature. If you lose, break or misplace your access card you are to report it immediately to County Security. Vendor is responsible for the safekeeping of all access cards assigned. Electronic files are kept on the usage of these cards. A one hundred (\$100.00) dollar charge shall be made per lost card. Misuse of these cards shall result in the removal of person or persons from the facility.

#### IX. CONTRACT TERMS

A "SAMPLE CONTRACT" is attached to this RFB, Attachment A. By submitting a Bid Proposal, Vendor agrees to be bound by the terms and conditions of the "SAMPLE CONTRACT" if selected.

#### X. INDEMNIFICATION AND INSURANCE REQUIREMENTS

##### A. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Vendor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

##### B. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the VENDOR and all risks to such persons under this Agreement.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the

County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or

d. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

C. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Waiver of Subrogation Rights

The VENDOR shall require the carriers of the above-required coverage's to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, Vendors, and subVendor.

E. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

F. Proof of Coverage

The VENDOR shall immediately furnish certificates of insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the VENDOR shall furnish certified copies of the policies and all endorsements.

G. Insurance Review

The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk



Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. VENDOR agrees to execute any such amendment within thirty- (30) days of receipt.

## **XI. LOT LOCATION AND SPECIAL REQUIREMENTS FOR LOT 1**

<b>LOCATION</b>	<b>ADDRESS</b>	<b>SQUARE FOOTAGE</b>
Foothill Law and Justice	8303 Haven Ave., Rancho Cucamonga, Ca	229,532

The Vendor must have two full time custodians between 8:00a.m. – 5:00p.m. in the Courthouse Monday through Friday. All other service shall be provided between 4:00a.m. – 1:00p.m. Monday through Friday.

### **1. Daytime Cleaning Requirements**

The duties of the daytime staff shall include but not be limited to the following:

- Vendor shall in addition to full and complete early morning service of public and employee restrooms, the day staff shall service all public restrooms every two hours. Day staff shall stock all dispensers, empty trashcans, monitor floors and mop all spillages.

### **2. Additional Early Morning Requirements**

- Weekly, Vendor shall clean all interior glass, frames, ledges, bookshelves, blinds, partitions, etc.
- Weekly, Vendor shall clean elevator walls, tracks, and spot clean carpeted areas for spills.
- Courthouse will be vacuumed bi-weekly.
- Carpet in the Courthouse shall be spot cleaned bi-weekly.
- Vendor shall clean/dust furniture, counters and cabinets (furniture includes: desks, tables and reception area partitions.) in the Courthouse bi-monthly.
- Vendor shall clean/dust all vertical and horizontal surfaces in the courthouse bi-monthly.
- Vendor shall spot clean finger marks, smudges, graffiti, dirt build-up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, ceiling or shelf fans etc., in the Courthouse bi-weekly.
- Vendor shall clean all metal trim (push plates, kick plates, door jams, etc.) in the courthouse bi-weekly.
- Vendor shall clean stainless steel, remove handprints, smudges and foreign substances, from interior and exterior walls, remove debris and soil from tracks, vacuum or sweep floor in the courthouse bi-weekly.

### **3. Jury Deliberation Rooms**

- Jury room access shall be controlled by the Sheriff's office. Supplies shall be provided at the Sheriff's request. The jury assembly room is to be locked at all times when the jury clerk is not present. The custodian is to keep the doors locked while working in this area. Jury Deliberation rooms: access to these areas if the door is open the Vendor shall clean the room, if the door is locked or marked in use the Vendor shall not clean the room. Entry into the Jury Deliberation rooms at times other than those directed by the Sheriff shall result in cancellation of the I.D. card for the employee(s) involved and open the firm to liability for all costs associated with a mistrial.



**FOR COUNTY USE ONLY**

E	New	CONTRACTOR Code			Dept.	Contract Number	
M	Change				SC	A	
X	Cancel						
COUNTY Department					Dept.	Orgn.	Contractor's License No.
COUNTY Department Contract Representative					Ph. Ext.	Amount of Contract	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
Commodity Code			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
Project Name			I/D				

**Attachment A**

COUNTY of San Bernardino

**F A S**

**STANDARD CONTRACT**

THIS CONTRACT is entered into in the State of California by and between the COUNTY of San Bernardino, hereinafter called the COUNTY, and

Name \_\_\_\_\_

hereinafter called \_\_\_\_\_ Contractor

Address \_\_\_\_\_

Phone \_\_\_\_\_ Birth Date \_\_\_\_\_

Federal ID No. or Social Security No. \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

1. The complete contract includes all of the Contract Documents, to wit:
  - A. Advertisement For Bids, dated
  - B. Bidder's Proposal, dated
  - C. Request For Bids – Custodial Services, dated
  - D. Scope of Services (Attachment "A" of this Contract)
  - E. Certified copy of the record of action of the Board of Supervisors, COUNTY of San Bernardino, meeting of

And they are included in their entirety as a part of this Contract by reference thereto.

**2. SERVICES TO BE PERFORMED:**

CONTRACTOR shall perform for the COUNTY, in a good and workmanlike manner subject to the reasonable satisfaction of the COUNTY and subject to the provisions hereof, the Custodial Maintenance services set forth in detail in Attachment "A", Scope of Work, on the premises located at:

"City – Facility Name"

**3. TERM OF CONTRACT:**

The term of this Contract is for three (3) years with an effective start date of "Month Day, Year".

**4. PAYMENT OF CONTRACTOR:**

COUNTY will compensate CONTRACTOR for its services under this Contract the total amount of \_\_\_\_\_ dollars (\$ ) per month, one month in arrears.

The Director of the Facilities Management Department has the authority to increase or decrease at any time the service levels required by this Contract. Service level adjustments will be accomplished by the COUNTY directing the CONTRACTOR to adjust their work by increments of a day. Any change in service levels will result in a change in compensation to CONTRACTOR. The amount to be added or deducted shall be based upon the Daily Rate. The Daily Rate will be calculated by dividing the monthly rate by the number of service days in the month.

**5. LABOR, EQUIPMENT AND SUPPLIES:**

- A. CONTRACTOR shall furnish at CONTRACTOR's expense all labor, equipment and supplies (including but not limited to feminine products, chemicals, equipment, plastic liners, paper cups, paper towels, two-ply toilet tissue only, automatic air freshener and batteries) necessary for the performance of CONTRACTOR'S duties as set forth in Attachment "A", Scope of Work. All equipment shall be of good commercial quality and meet with CAL-OSHA safety requirements, and shall be subject to the approval of the COUNTY.
- B. CONTRACTOR shall provide MATERIAL SAFETY DATA SHEETS (MSDS) to the Facilities Management Custodial Chief for all products used by the Contractor.
- C. COUNTY may inspect all supplies and equipment furnished by the CONTRACTOR and require that inferior supplies be replaced to the satisfaction of the COUNTY.

**6. TIME OF WORK:**

Except as otherwise specified, all services performed shall be performed between the hours of 4:00a.m. and 5:00p.m., Monday through Friday, not including designated COUNTY and Court Holidays. Access to COUNTY facilities at times other than above shall be scheduled with the Facilities Management Custodial Services Chief.

Daytime (day) hours shall be defined as 8:00a.m. – 5:00p.m.

Early Morning hours shall be defined at 4:00a.m. – 8:00a.m.

Access to buildings on Weekends and/or Holidays must have prior approval from the Facilities Management Custodial Services Chief.

**7. PRIMARY CONTACT:**

The CONTRACTOR shall designate an individual to serve as the primary point of contact for the Contract. CONTRACTOR or designee must respond to COUNTY inquiries within two- (2) business days. CONTRACTOR shall not change the primary contact without written acknowledgement to the COUNTY. CONTRACTOR will also designate a back-up point of contact in the event the primary is not available.

**8. SUPERVISION:**

CONTRACTOR shall provide supervision. Supervision shall consist of, but not be limited to the following:

- Supervisors shall plan, schedule and assign work to all custodians.
- Supervisors shall make inspections to review work in progress, and inspect to ensure completion.
- Supervisors shall ensure that the security of facility/facilities are met and comply with safety regulations.
- Supervisors shall direct various cleaning methods such as dusting, trash pickup, vacuuming, buffing, stripping, scrubbing, waxing, sweeping, damp mopping, dust mopping, shampooing, etc.

- Supervisors shall enter and maintain periodic tasks in custodial logbook and check supply levels.
- Supervisors shall respond to questions, complaints and requests from facility occupants.
- Supervisors shall carry pagers provided by CONTRACTOR and respond to occupant requests for services and emergencies within 15 minutes when paged by designated site contacts or the Facilities Management Custodial Services Chief.

CONTRACTOR shall not exceed a ratio of janitors to supervisors of ten to one. Working supervisors do not fulfill this requirement.

CONTRACTOR will exercise complete authority over all CONTRACTORS' employees. The CONTRACTOR shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the COUNTY.

## **9. LICENSES/COMPLIANCE WITH LAW:**

- A. CONTRACTOR shall ensure that it has all necessary licenses and permits required by Federal, State, COUNTY, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses and permits in effect for the duration of this Contract. CONTRACTOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.
- B. The CONTRACTOR shall strictly adhere to the applicable provisions of the Labor Code and any Federal, State and COUNTY laws, ordinances, rules and regulations regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages; alien labor; the 8 hour day; overtime; Saturday, Sunday and holiday work; and non discrimination because of race, color, national origin, physical handicap, sex or religion, including the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act.
- C. The CONTRACTOR agrees to comply with all provisions of the Displaced Janitor Opportunity Act (California Labor Code section 1060 et seq.).

## **10. INDEMNIFICATION:**

The CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liabilities arising from CONTRACTOR'S acts, errors, or omissions and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

## **11. INSURANCE:**

- A. Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Contract the following types of insurance with limits as shown.

### Workers' Compensation

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this Contract.

If CONTRACTOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the COUNTY's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired, and, non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Errors and Omissions Liability Insurance

Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate OR,

Professional Liability

Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

B. Additional Named Insured

All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

C. Waiver of Subrogation Rights

CONTRACTOR shall require the carriers of the above required coverage's to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

D. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

E. Proof of Coverage

CONTRACTOR shall immediately furnish certificates of insurance to the COUNTY department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty 30 days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.

F. Insurance Review

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage

limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the CONTRACT and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

G. Failure to Have Insurance

In the event COUNTY receives a notice of cancellation concerning any of the required policies, or CONTRACTOR should fail to have in effect the required coverage at any time during this Contract, COUNTY may give notice to CONTRACTOR to immediately suspend all CONTRACTOR'S work under this Contract and/or notice to reinstate or acquire the affected coverage. Should CONTRACTOR fail to reinstate or acquire the affected coverage within five (5) days of COUNTY's notice to reinstate or acquire such coverage, COUNTY may either terminate this Contract, reinstate the affected coverage, and CONTRACTOR shall reimburse the COUNTY within (10) days after demand by COUNTY. COUNTY shall have the right to withhold from future amounts due under this Contract or otherwise due to CONTRACTOR the sum COUNTY has expended until COUNTY is reimbursed in full.

H. No Liability

COUNTY will have no liability for any premiums charged for such coverage(s). The inclusion of the COUNTY, its employees, agents, officials and volunteers as additional named insured is not intended to and will not make them or any of them a partner or joint venturer with CONTRACTOR.

12. **FIDELITY BOND:**

CONTRACTOR shall provide the COUNTY with a fidelity bond in the amount of fifty thousand dollars (\$50,000.00), covering all losses through pilfering or theft by the CONTRACTOR, its employees, or agents.

13. **COUNTY RESPONSIBILITIES:**

The COUNTY shall supply to the CONTRACTOR light, power and water for the cleaning of the facilities and shall also provide lockable spaces for CONTRACTOR'S supplies and equipment. The COUNTY shall not be responsible for the CONTRACTOR'S supplies, materials or personal belongings that may be damaged, lost or stolen.

**All trash shall remain the property of the COUNTY.** The COUNTY shall provide designated spaces, bins, cans or locations where the CONTRACTOR shall deposit trash. Disposal of trash from these designated locations shall be the responsibility of the COUNTY.

14. **RESPONSIBILITY FOR DAMAGE:**

CONTRACTOR shall repair and restore to its original condition any COUNTY property damaged by CONTRACTOR at no cost to the COUNTY. CONTRACTOR shall be responsible for damage caused by his/her staff to personal property of COUNTY employees.

15. **COUNTY INSPECTION OF WORK:**

The COUNTY may inspect CONTRACTOR'S performance of the terms of this Contract at any time. In the event the COUNTY determines that the CONTRACTOR'S performance of its duties or other terms of this Contract are deficient in any manner, COUNTY will notify CONTRACTOR of such deficiency orally or in writing. If given orally, COUNTY shall provide written confirmation within five (5) days. CONTRACTOR shall remedy any deficiency within forty-eight (48) hours of such notification, or COUNTY, at its option, may terminate this Contract immediately upon written notice, or remedy the deficiency and set off the cost thereof from any amounts due the CONTRACTOR under this Contract or otherwise.

16. **DELEGATION AND ASSIGNMENT:**

CONTRACTOR shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY.

17. **ALTERATION OF TERMS/AMENDMENTS:**

CONTRACTOR agrees any alterations, variations, modifications, or waivers of the provisions of this Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the required persons.

18. **GOVERNING LAW:**

This Contract shall be construed and enforced in accordance with the laws of the State of California. Any reference herein applicable to state law shall mean only the laws of the State of California.

19. **NOTICE OF TERMINATION/TERMINATION FOR CONVENIENCE:**

In case the COUNTY exercises the right to termination of the Contract for non-performance, the COUNTY will give the CONTRACTOR at least three (3) days written notice of such termination.

This Contract may be terminated in whole or in part upon thirty (30) calendar days written notice by the COUNTY for its convenience. If such termination is effected, an equitable adjustment in the price provided for in this contract shall be made. Such adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of a termination notice, CONTRACTOR shall promptly discontinue all services unless the notice directs otherwise.

The Director of the Facilities Management Department has the authority to terminate this Contract.

If the CONTRACTOR is terminated, the CONTRACTOR agrees to comply with all provisions of the Displaced Janitor Opportunity Act (California Labor Code section 1060 et seq.).

20. **NOTICES AND ANSWERING SERVICE:**

Notices required or permitted to be given under this Contract, except as otherwise specifically provided for herein, shall be in writing and may either be delivered personally or sent by registered mail in the United States Postal Service, return receipt requested, postage paid. In addition, CONTRACTOR must have an answering service or machine through which it can receive messages during the normal business hours of the COUNTY.

Notice to COUNTY shall be addressed as follows:

Director  
Facilities Management Department  
200 South Lena Road  
San Bernardino, CA 92415-0055

Notice to CONTRACTOR shall be addressed as follows:

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CONTRACTOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

21. **INDEPENDENT CONTRACTOR:**



This Contract is by and among the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create a relationship of agent, servant, employee, partnership, joint venture, or association as among COUNTY and CONTRACTOR. CONTRACTOR is an independent contractor. Persons or agencies not signatories to this Contract shall not have a right to action hereunder for any cause whatsoever.

**22. RECORDS, AUDITS AND CONFIDENTIALITY:**

The COUNTY, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Contract. CONTRACTOR shall give full cooperation, in any auditing or monitoring conducted. CONTRACTOR shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the COUNTY.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a period of three years after final payment under the Contract or until all pending COUNTY, State and Federal audits are completed, whichever is later.

**23. CONFLICT OF INTEREST:**

CONTRACTOR shall make all reasonable efforts to ensure that no COUNTY officer or employee, whose position in the COUNTY enables him/her to influence any award of this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR.

**24. IMPROPER CONSIDERATION:**

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Contract.

The COUNTY, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

**25. INACCURACIES OR MISREPRESENTATIONS:**

If in the course of administration of this Contract, the COUNTY determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this Contract may be immediately terminated.

**26. JURY TRIAL WAIVER:**

CONTRACTOR and COUNTY hereby waive their respective right by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR on any matter arising out of, or in any way connected with, this Contract, the relationship of CONTRACTOR and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency, or otherwise, now or hereafter in effect.

**27. ATTORNEYS' FEES AND COSTS:**

If any legal action is instituted to enforce or declare any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Paragraph 8, INDEMNIFICATION.

**28. VENUE:**

The venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino COUNTY. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino COUNTY.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the COUNTY of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

Approved as to Legal Form

► \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Presented to BOS for Signature

► \_\_\_\_\_  
Department Head

Date \_\_\_\_\_

**Attachment A**  
**SCOPE OF WORK**

**I. CLEANING SPECIFICATIONS**

**A. General Standards Include the Following:**

1. **INTENT:** It is the intent of the COUNTY to maintain each facility at a high standard of cleanliness. These specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building, shall be included as though written into these Cleaning Specifications.

2. **CLEAN:** The term “clean”: includes but is not limited to the removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, etc.

3. **TRAINING:** The CONTRACTOR shall ensure that all employees are trained in generally accepted cleaning practices. Such practices shall include but not be limited to the proper operation of power cleaning equipment (such as floor care equipment), the proper use and handling of chemical products (such as cleaners, strippers, sealers and waxes), and the proper cleaning methods for building materials such as ceramic tile, vinyl, wood metal, and glass.

4. **SAFETY:** The CONTRACTOR shall be responsible for complying with all applicable safety and health regulations including, but not limited to, California Code of Regulations (CCR) Title 8, Section 3202 General Industry Safety Orders.

Such orders require employers to establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP). The CONTRACTOR's IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, “Blood Borne Pathogens: and Section 5194, “Hazard Communication”. The CONTRACTOR's IIPP must be submitted in writing within 30 days of contract start date.

5. CONTRACTOR's staff working in designated COUNTY facilities known to contain asbestos must complete asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with EPA training requirements for local education agency maintenance and custodial staff as set forth Code 40 of Federal Regulations (CFR) 763.92 (a) (1). Documentation that the CONTRACTOR's staff (names) has received such training must be submitted within 30 days of the contract start date.

6. The CONTRACTOR's staff shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The CONTRACTOR's staff shall provide and place appropriate warnings signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. General safety requirements (manufacturer's recommendations, drying methods, etc.) shall be complied with for all products and all methods used in carrying out this contract.

7. Bi-weekly shall be defined as two (2) times per week and the days shall be Mondays and Wednesdays.

8. Bi-monthly shall be defined as two (2) times per month and the days shall be the second and fourth Friday per month.

9. CONTRACTOR shall ensure that a copy of the Contract is kept in the custodial closet at all times per site.

10. CONTRACTOR is advised that COUNTY facilities are frequently used for Countywide meetings and special events, etc. and shall require additional services and supplies. Therefore the CONTRACTOR shall assure a level flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. CONTRACTOR will be notified of the scheduled by Facilities Management Custodial Services Chief.

11. Contractor shall maintain a separate floor crew to damp mop, buff, shampoo, strip and wax all linoleum and tile floors.

**B. Daily Trash Pick-Up And Removal To Include The Following:**

1. CONTRACTOR shall empty all waste receptacles on a daily basis (including wastebaskets, trash cans, boxes if labeled "trash", etc). Any item or items near trashcans/wastebaskets are not to be removed if not labeled. Newspapers are not to be tossed out unless found in the trashcan.
2. CONTRACTOR shall ensure all waste receptacles are maintained in a clean and odor-free condition. Clean plastic liners are required.
3. CONTRACTOR shall remove all trash and waste to a designated central location (e.g. dumpster) for disposal.
4. If in doubt, set aside material and ask for direction from the designated site contact or the Facilities Management Custodial Services Chief.

**C. General Daily Cleaning Responsibilities**

1. CONTRACTOR shall clean/dust furniture, counters and cabinets (furniture includes: desks, tables and reception area partitions.)
2. CONTRACTOR shall clean/dust all vertical and horizontal surfaces.
3. CONTRACTOR shall spot clean finger marks, smudges, graffiti, dirt build-up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, ceiling or shelf fans etc.
4. CONTRACTOR shall clean all glass entrances (glass entrance includes: glass doors adjacent windows and window frames, glass reception partitions, and blinds).
5. CONTRACTOR shall clean all metal trim (push plates, kick plates, door jams, etc.).
6. CONTRACTOR shall spot clean all interior glass partitions, display cases, mirrors, interior doors, etc.
7. CONTRACTOR shall sanitize, wash and polish all drinking fountains, remove all hard water deposit, sinks, basins, fixtures, etc., and related counter tops.
8. CONTRACTOR shall clean stainless steel, remove handprints, smudges and foreign substances, from interior and exterior walls, remove debris and soil from tracks, vacuum or sweep floor.
9. CONTRACTOR shall clean areas only accessible during daytime hours as required.
10. CONTRACTOR shall clean elevator walls and tracks.
11. CONTRACTOR shall pick-up and remove all trash as described above.

**D. General Daily Floor Care (excluding restrooms and showers)**

1. CONTRACTOR shall maintain floors in such a manner as to promote longevity and safety. Upon completion of work, all floors shall be left in a clean, high luster shine, orderly and safe condition.
2. The CONTRACTOR shall remove and replace furniture as required to perform the work.
3. Floor finish is understood to be a preservative and safety measure. Finish shall be applied only to appropriate areas that are free of residual dirt and build-up. Floors are not to be left unfinished after stripping. Floor sealer and wax shall be slip resistance.
4. Tile floor care shall consist of the following:
  - CONTRACTOR shall sweep to remove loose dirt and other materials.
  - CONTRACTOR shall wet mop all hard tile (ceramic, quarry, etc.) floors.
  - CONTRACTOR shall damp mop all resilient tile to high luster.
  - CONTRACTOR shall post safety signs indication slip hazards and/or wet floor when buffing, damp or wet mopping.
5. Carpet care shall consist of the following:
  - CONTRACTOR shall vacuum all carpeted floor completely.
  - CONTRACTOR shall use only Hepa-Filtration Type vacuum cleaners.
  - CONTRACTOR shall spot clean all carpeted floors. (Spillages, stains, gum, candy, etc.).

#### **E. Daily Requirements for All Employee and Public Entrances and Patio Areas**

1. CONTRACTOR shall clean/monitor (pick up papers, leaves, trash, dirt, broken glass, food, food wrappers, gum, and other conspicuous trash) outside stairways, entryways, curbs and patios.
2. CONTRACTOR shall sweep to remove loose dirt and other materials including cobwebs.
3. CONTRACTOR shall damp mop or wash clean all patio areas.
4. CONTRACTOR shall clean all tables and benches.
5. CONTRACTOR shall empty all waste receptacles, ashtrays, and replenish sand.
6. CONTRACTOR shall maintain all waste receptacles in a clean and odor-free condition. Plastic liners are required.
7. CONTRACTOR shall clean all entrance mats.
8. CONTRACTOR shall clean all stairwells. (Sweep & Damp Mop or Vacuum).
9. CONTRACTOR shall clean the inside and outside of glass doors and windows to all entrances.

#### **F. Daily Cleaning Requirements for Restrooms and Showers (Fixtures)**

1. CONTRACTOR shall clean all commodes, urinals, lavatories, bathtubs, shower areas etc., with a germicidal detergent. **NOTE: Deodorant tablets are not to be used.**

2. CONTRACTOR shall remove incrustation, stains, scale, deposits, and build-up inside and outside of all commodes, urinals, lavatories, bathtubs, shower areas etc., with a germicidal detergent.
3. CONTRACTOR shall rinse and polish all fixtures, faucets, and piping. Highly scented disinfectants, objectionable or odoriferous cleaners shall not be used.
4. CONTRACTOR shall clean all restroom dispensers, mirrors, partitions, doors, walls, moldings, vents, shelves, furniture, trim, baseboards, etc., in restrooms and adjacent lounge areas.
5. CONTRACTOR shall install and maintain automatic air fresheners in all public restrooms.
6. Daily floor cleaning requirements shall include the following:
  - CONTRACTOR shall sweep floors to remove loose dirt and other material.
  - CONTRACTOR shall damp/wet mop all tile and linoleum floors using a germicidal detergent solution.
  - CONTRACTOR shall clean all baseboards as needed.
  - CONTRACTOR shall spray buff all tile and linoleum floors to high luster shine and apply a new coat of finish weekly.
  - CONTRACTOR shall maintain at all times, floors in such a manner as to promote longevity and safety.
7. CONTRACTOR shall empty all waste receptacles.

## **G. Supplies**

1. CONTRACTOR shall refill all towels, tissue, seat covers, soap, air freshener, batteries and feminine sanitary dispensers. No refill/extra supplies shall be stocked in the area of the dispenser.
2. CONTRACTOR shall maintain a ten (10) day stock of restroom supplies.

## **H. Daily Finishing Touches**

1. CONTRACTOR shall restore all furniture, wastepaper baskets, etc., to their original position.
2. CONTRACTOR shall report all maintenance-related problems to the Facilities Management Custodial Services Chief. Reportable items shall include, but is not limited to:
  - Burned out lighting in hallways, closets or offices which affect the ability to clean,
  - Dripping or running faucets, leaking fixtures (such as commodes and urinals),
  - Continuously or long-running flushometers,
  - Inadequate or non-flushing flushometers,
  - Carpet tears that pose a trip hazard,
  - Loosened floor tiles,
  - Cracked or broken windows,
  - Door locking problems,
  - Graffiti that cannot be cleaned and requires to be painted.
3. CONTRACTOR shall leave janitor closet clean and orderly. This shall include all vacuum cleaners, buffers, mops, mop buckets, roll carts, trash containers, dust mops and brooms, etc.

4. Trash shall not be stored in janitor closet.

## **I. Periodic Tasks and Services**

1. All monthly and semi-annual services shall be logged in to the periodic service logbook and these services require a sign-off after completion. Prior to starting, CONTRACTOR shall submit a written schedule showing the exact date of all monthly, quarterly, and semi-annual work. Upon completion, all periodic tasks shall be logged into the service request log.
2. During regular working hours, service for emergency cleanup, which includes any spills or accidents, shall be provided within one hour of request.

## **J. Semi-Annually Service – To be performed during the first thirty (30) days and every six (6) months thereafter or until contract is terminated.**

1. CONTRACTOR shall wash the inside of all windows. This shall include the complete removal of foreign matter on windows, ledges, and frames.
2. CONTRACTOR shall clean all baseboards and floor drains. Baseboards consist of surfaces, edges, corners and grout. Cleaning requires the removal of grime, dirt, wax build up, cleaning compound and finish residue, which builds up on the baseboards, corners, edges and grout. Pour one gallon of clear water down floor drain. (Note: CONTRACTOR shall complete a major clean up of all hard surfaces floors this includes all baseboards, edges, corners, grout, walls, ledges, and carpeted areas within the first (30) thirty days of the contract and last thirty 30 days of the contract).

## **II. SPECIAL REQUIREMENTS**

### **A. Sign-In Logs and Logbook**

1. CONTRACTOR shall provide and maintain a sign-in service request log at each facility. This log shall note the arrival and departure of all CONTRACTOR's staff and all occupant and/or contract specialists request for services. The person doing the work shall sign off on all requests. A separate log book for all periodic tasks shall be used by CONTRACTOR's supervisor and shall verify completion of each tasks required by signing and dating the periodic service log.

### **B. Supplies**

1. CONTRACTOR shall maintain a ten (10) days' stock of restroom supplies in the custodial closet at all facilities for the term of this contract. CONTRACTOR is required to maintain a log in each custodial closet indicating what supplies are being used and replenished.

### **C. Uniforms**

1. Uniforms are defined as a clean, long or short-sleeved **(no sleeveless, smocks or tank tops)** shirt with collar, worn with pants **(no mid-calf, Bermuda or short pants)** accompanied by shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are unacceptable) with the company name on the shirt in a conspicuous location. Jackets with a collar may be worn. The jackets shall have the company name located in a conspicuous location. All uniforms are to be of same color. CONTRACTOR is responsible for all uniforms and attire worn by custodial staff.
2. CONTRACTOR issued photo identification cards are to be worn on the uniform while each employee is working in any COUNTY/Court facility.

3. The CONTRACTOR shall be responsible and ensure that all employees are in compliance with the uniform requirements contained in this contract.

#### **D. English Fluency Requirement**

1. Fluency is defined as the ability to communicate (speak, read and understand) in English.
2. The contract monitoring staff shall review the language skills of all persons required to be fluent in English. The criteria shall be the individual's ability to read aloud the specifications and explain the application of these requirements.

**3. Failure to comply with this requirement is a material breach of the contract, and may result in termination of the contract for default.**

3. The following positions shall require contract staff to be fluent in English:

- Supervisors
- At least one daytime worker per crew (8:00a.m. – 5:00p.m.)
- Early morning workers who operate alarm systems.

4. All persons assigned to positions requiring fluency in English are subject to review by the Facilities Management Custodial Chief.

### **III. QUALITY CONTROL – PAYMENT REDUCTION**

#### **A. Purpose**

It is the intent of the COUNTY to maintain all COUNTY facilities at the highest level of cleanliness. In order to achieve this, periodic inspections of the facilities are made. These inspections are intended to provide both the COUNTY and the CONTRACTOR information pertaining to the CONTRACTOR's performance at each facility.

#### **B. Quality Control Ratings**

The COUNTY may inspect CONTRACTOR's performance at any time. In the event the COUNTY determines that the CONTRACTOR's performance of its duties or other terms of the contract are deficient in any manner, COUNTY will notify CONTRACTOR of such deficiency orally or in writing. If given orally, COUNTY shall provide written confirmation within five (5) days. CONTRACTOR shall remedy any deficiency within forty-eight (48) hours of such notification, or COUNTY, at its option, may terminate the contract immediately upon written notice or remedy the deficiency and set off the cost thereof from any amounts due CONTRACTOR under this contract or otherwise.

#### **C. Minimum Acceptable Rating**

The minimum acceptable rating for COUNTY facilities is 85%. The minimum acceptable rating shall be determined by the services provided at the facility. Any Inspection Report with eight (8) or more fails will be deemed unacceptable.

#### **D. Method of Rating**

Inspection of the facilities is made on a pass/fail basis. When an inspection falls below 85%, the first Cure Notice will be sent. CONTRACTOR has 48 hours to comply. If no response is received from CONTRACTOR



addressing the concern, a second Cure Notice will be sent. Failure to comply may result in termination of the contract.

#### **E. Payment Reduction**

Failure of the CONTRACTOR to provide the required scheduled hours shall result in a payment reduction. A payment reduction will be equivalent to the number of hours service was not provided by the CONTRACTOR.

### **IV. SAFETY MEASURES**

#### **A. Security**

Security is a great concern of the COUNTY. The CONTRACTOR is advised that failure to fully comply with the security requirements of the contract shall result in the termination of the contract for default.

1. All persons performing duties under the contract shall be acceptable to the COUNTY. This shall include all owners of sole proprietorships, partnerships, joint ventures, principals of corporations and all others who might have access to COUNTY facilities without the supervision of a COUNTY employee.

Note: children are not allowed to accompany anyone who has been cleared to enter facilities.

2. Acceptability shall be determined by:

- District Attorney background investigation
- The COUNTY's previous experience with the individual (if applicable).

3. Only those individuals, who have been determined acceptable, have received their CONTRACTOR issued Identification (ID) Cards and who have been designated on the contract as the CONTRACTOR who shall be providing service to the facility. Individuals no longer working for the CONTRACTOR shall return ID Cards to CONTRACTOR upon separation.

4. Those individuals who fail a background investigation shall not be allowed to work in any COUNTY facility.

5. The misuse of any CONTRACTOR issued ID cards, Access Control Card, keys or alarm codes by the CONTRACTOR or any of the employees of the CONTRACTOR shall be considered as failure to fully comply with the security requirements of this contract and shall be considered grounds for termination of the contract.

#### **B. Background Investigation**

1. All personnel employed through the contracted CONTRACTOR, and working under this contract shall undergo and pass a COUNTY of San Bernardino District Attorney conducted background investigation, prior to being authorized access to any COUNTY facility.

2. CONTRACTOR shall submit a complete background check package for each employee (including any Sub Contractor) who will require access to COUNTY facilities.

The CONTRACTOR shall provide the following for each person requiring a background investigation:

- a. A completed, District Attorney Authority to Release Personal Information form.
- b. Check in the amount of \$42.00 payable to the COUNTY of San Bernardino.

Submit the complete package to Facilities Management Custodial Services Chief. **INCOMPLETE PACKAGES WILL NOT BE ACCEPTED.**

3. The cost of the background check is currently \$42.00, which includes the background check and a \$10.00 processing fee and is required by the Department of Justice and submitted to the San Bernardino COUNTY Facilities Management Department. The Facilities Management Department will forward all packages to the District Attorney's office.

4. Fees are determined by the District Attorney's Office and the State of California and are subject to change at any time. CONTRACTOR will be responsible for any increase in fees.

5. Disqualifying information includes, but is not limited to the following:

- Character / Moral Turpitude Violations
- Theft / Related Offenses
- Affiliation with Criminal Elements
- Felony Convictions
- Current (Pending) Criminal Cases
- Active Arrest Warrants
- CORI = Criminal Offender Record Information
- CLETS = California Law Enforcement Telecommunication Systems
- Any information that would prohibit CONTRACTOR/employee access to CLETS and/or CORI as outlined by the California Department of Justice.

The District Attorney shall be notified if there is any criminal activity during employment. Any disqualifying activity by employee/CONTRACTOR shall deem that person unacceptable and removed from employment.

#### **C. Keys for COUNTY Facilities**

1. The keys to COUNTY Facilities are to be used for the purpose of accessing CONTRACTOR's staff to the facilities for the performance of contracted services only.

2. The CONTRACTOR shall be issued a set of keys and shall assume all responsibilities for the use and return of the keys.

4. All keys issued to the CONTRACTOR shall remain the property of the COUNTY and shall be returned upon demand or the termination/expiration of the contract. **The CONTRACTOR shall be assessed One Hundred Dollars (\$100.00) for each key not returned and shall be further assessed the actual cost for the cost to rekey the facility keying system(s).**

5. If any key or access control card is lost or stolen, the CONTRACTOR shall notify the Facilities Management Custodial Chief via phone or fax within 24 hours of the loss identifying the facility for which the keys were lost; who lost the key; where they were lost; date and time loss was discovered; and what actions the CONTRACTOR has taken to prevent future losses. The CONTRACTOR is advised that the loss of some specialized keys may entail the rekeying of several facilities or facility at the CONTRACTOR's expense.

6. Unauthorized duplication of keys to COUNTY facilities is a misdemeanor under Chapter 3, Section 469 of the California Penal Code.

#### **D. Alarm Systems**

1. The COUNTY has alarm systems in numerous facilities. In some instances these are multiple systems within a facility. The CONTRACTOR shall be issued alarm codes for each site and be instructed in the correct operation of the system. **It is imperative that the individual operating the alarm system be fluent in English.** In the event of a life-threatening emergency the CONTRACTOR shall instruct staff to use the Standard Operating Procedures for emergency response. **CALL 911**

2. False Alarms: Failure to operate the alarm system correctly shall result in a false alarm. The CONTRACTOR shall be responsible for all costs associated with false alarms.

#### **E. Access Cards**

Access cards are only issued to assigned person or persons. They are not to be transferable and should not be surrendered to anyone. These access cards are the property of The COUNTY of San Bernardino and they are of sensitive nature. If you loose, break or misplace your access card you are to report it immediately to COUNTY Security. CONTRACTOR is responsible for the safekeeping of all access cards assigned. Electronic files are kept on the usage of these cards. A one hundred (\$100.00) dollar charge shall be made per lost card. Misuse of these cards shall result in the removal of person or persons from the facility.

**BID PROPOSAL**  
**for**  
**CUSTODIAL SERVICES**  
**RFB FMC03-001**

**COUNTY OF SAN BERNARDINO**  
**FACILITIES MANAGEMENT DEPARTMENT**

**To receive consideration, bids shall be submitted on this Bid Proposal Form.**

**The County reserves the option to make award as it deems to be in the best interest of the County. Selection will be based on the lowest responsible bidder.**

**PLEASE PROVIDE THE REQUESTED INFORMATION IN SECTIONS A, B AND C  
BELOW AND SIGN THE AFFIDAVIT FOUND ON PAGE 6 OF THIS BID PROPOSAL.**

**SECTION A**

Vendor's Name (name of firm, entity or organization):

\_\_\_\_\_  
\_\_\_\_\_

Federal Employer Identification Number:

\_\_\_\_\_

Name and Title of Vendor's Contact Person:

\_\_\_\_\_  
\_\_\_\_\_

Mailing Address:

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Vendor Organizational Structure:

\_\_\_\_\_Corporation    \_\_\_\_\_Partnership    \_\_\_\_\_Proprietorship    \_\_\_\_\_Joint Venture

\_\_\_\_\_Other (explain): \_\_\_\_\_

\_\_\_\_\_

If Corporation:              Date Incorporated: \_\_\_\_\_              State Incorporated: \_\_\_\_\_

States registered in as foreign corporation: \_\_\_\_\_

## **SECTION B**

In compliance with your Request For Bids ("RFB"), the undersigned has read and carefully examined the entire RFB, including the "General Requirements", the "Cleaning Specifications", the "Special Requirements", the "Quality Control – Payment Reduction", the "Safety Measures", the "Insurance Requirements" and the attached "SAMPLE CONTRACT" as well as all appendices, attachments, exhibits, schedules, and addendum (as applicable), (hereinafter referred to as Bid Documents) and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, supplies, tools, Bonds, equipment, apparatus, and insurance necessary to complete all work in strict conformity with the Bid Documents, and to execute the Contract to the satisfaction of the Facilities Management Department, at the following cost(s):

**(NOTE: In order to be considered responsive all items in a particular lot bid must be priced.) If there is a discrepancy between the monthly and annual price, the monthly price will prevail.**

### **LOT # 1**

<b>LOCATION</b>	<b>ADDRESS</b>	<b>SQUARE FOOTAGE</b>	<b>MONTHLY PRICE</b>	<b>ANNUAL PRICE</b>
Foothill Law and Justice	8303 Haven Ave., Rancho Cucamonga, Ca	229,532		
<b>TOTAL</b>				

**The undersigned agrees that the above-mentioned bid price includes all costs required to perform all the work described in the Bid Documents as well as all costs required to perform the Special Requirements listed for this Lot under section XI of the RFB.**

### **REJECTION OF BIDS**

The undersigned agrees that the Board of Supervisors reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

### **VALIDITY OF BIDS**

The undersigned agrees that this bid will remain valid for one hundred eighty (180) days after the scheduled bid opening.

### **INSURANCE**

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation

Insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the Contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned as requested in Section X of the RFB. The certified copies, certificates and additional endorsements, will be filed at the time of execution of the Contract. All policies (excluding Workers' Compensation) shall name the County of San Bernardino as an additional named insured. All coverages shall be subject to approval by the County for adequacy of protection.

#### FORMER COUNTY OFFICIALS

The undersigned agrees to provide or has already provided information on former County of San Bernardino administrative officials as requested in (as defined below) who are employed by or represent the undersigned. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the undersigned. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### INACCURACIES OR MISREPRESENTATIONS

If in the course of the RFB process or in the administration of a resulting Contract, the County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFB process or in the event an Contract has been awarded, the Contract may be immediately terminated.

#### VISITING THE SITES

The undersigned has visited the sites indicated in the Lot bid, and is familiar with the conditions of the sites.

#### ADDITIONAL INFORMATION

The undersigned agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Vendor's ability to perform the services as proposed.

#### ADDENDA

This bid includes Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

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## **SECTION C**

### **A. References:**

Provide three (3) business references from other agencies that you have established a contract with on a project of this nature, or similar size as the County. Provide Contact Name, Address, Phone Number, and dates services were provided.

<b>Name of Agency</b>	<b>Contact Name/Address</b>	<b>Phone Number</b>	<b>Dates services provided (from/thru)</b>

### **B. Statement of Experience:**

The undersigned acknowledges that the company submitting this Bid Proposal has been in business at least five (5) years providing the same or similar custodial services as is being requested by the County in the RFB.

The undersigned also acknowledges that the company submitting this Bid Proposal has no outstanding or pending complaints as determined through the Better Business Bureau and State of California Department of Consumer Affairs.

### **C. Business Licenses/Civil and Criminal Proceeding History:**

Please provide the following and attach to this Bid Proposal:

1. Copies of all current business licenses required for the Lot bid.
2. Information on any and all actions, suits, proceedings or investigations by or before any court, public board or agency arising out of the performance of services by the company



that is submitting the Bid Proposal that has been brought within the last three (3) years against the company, including key personnel of the company.

The information provided should include the name of the matter, the court, board, body or agency before which the matter was brought or is being heard, the nature of the matter and the status of such matter. If the matter has been resolved, information on the outcome including any order, discipline, fines or penalties must be included.

### **AFFIDAVIT**

The undersigned states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids, the RFB and the Bid Documents and agrees to all the stipulations contained therein; that the undersigned has examined the form of Contract that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a Contract to perform the work as outlined in the RFB and the Bid Documents

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation and the corporate seal must be affixed. This Bid Proposal must be accompanied by a document evidencing such officer is authorized to sign.

Name of Bidder: \_\_\_\_\_

I declare under penalty of perjury the above is true and correct.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_